IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

ARBITRATION PETITION NO.235 OF 2004

Ashok Leyland Finance Ltd. ... Petitioners

v/s

Mr Baban Vithoba Jagtap and anr. ... Respondents

Ms Shakuntala Joshi for Petitioners.

None for Respondents.

CORAM : D.K.DESHMUKH J.

DATE : 10TH AUGUST 2004

P.C.: -

1. The learned counsel appearing for petitioners states that the respondents have been served, she has filed affidavit of service. None appears for the respondents. There is no affidavit in reply filed. Therefore, accepting the averments in the petition at their face value, petition is granted in terms of prayer clause (a). The Court Receiver, however, shall not disturb possession of the respondent but shall take only symbolic possession. The Court Receiver shall offer to the respondents to be in possession of the vehicle as agents of the Court Receiver on usual terms and conditions, including royalty. If the respondents do not execute the agency agreement with the Court Receiver within six weeks from the date of offer, the Court Receiver shall take physical possession of the vehicle and hand it over to the petitioner also as agent of the Receiver on usual terms and conditions except security and royalty. In that event, the petitioners shall be at liberty to make an application for appropriate order, either to the Court or to the Arbitrator. Till the Court Receiver takes possession, ad-interim order in

terms of prayer clause (c) shall operate. Petition is disposed off.

. Court Receiver and parties to act on the copy of this order duly authenticated by the Associate / Personal Secretary as true copy.

. Certified copy expedited.